S[illegible] II 27—101,606—4-11-49.

Food & Agriculture (1952) Department.

Ms SERIES.

G.O. NO. 1014

1014

Dated 23-6-52.

[Despatch Abstract.]

Copy. J.C.A.C. Scheme for the investigation of stem-breaking disease of Arecanut palms — E of a Reserve Station & Nursery in S. Kanara — T Lease of Lands — Draft lease deed — Approved & return

Back Papers.

G.O.	No.	Department.	Date.	G.O.	No.	Department.	Date.
MS	35	Fin	9-1-52				
MS	1[illegible]	Agri	10-9-57.				

Further Papers.

G.O.	No.	Department.	Date.	G.O.	No.	Department.	Date.
[illegible]	[illegible]	[illegible]	[illegible]				
MS	1171	Agri.	27-4-55				
MS	2141	Agri	2-9-55				

FAC 1952

Call Book Extract

S. no 98.

Date of entry in this register 18.1.52

Subject Agri - I.C.A.C - Scheme for the investigation of stem breaking disease of Arecanut palm - Estt of a Research station on West Coast - Fixing of venue ~~of~~ at Vittal - Approval of lease deed.

Old C. no. 5426 R/50.

No + date of G.O. etc authorising the entry. G.O.Ms no 35 Agri dt 9.1.52

Date when further action is to be taken 20.3.52 -

20.3.57 -

GOVERNMENT OF INDIA 12918 21 MAR 1952 THIRD FOOD CONTINGENT

2

F&A Dept.

Memo No. 17918 R/52 — 1 Dt 24-3-52

Pl issue
24/3/52

Sub: Agri - I.C.A.C - Scheme for the investigation of stem-breaking disease of Areca nut palm - Est of a Research Station at Vittal - Draft lease deed - Approval of.

Ref: G.O. No. No 35 F&A Dt 9-1-52.

Fr. 35-35 24/3

The attention of the D.A. is invited to para 3 of the G.O. cited and he is requested to submit urgently, the draft lease deed to Govt for their approval. calls for therein will be submitted

To the D.A, Madras
AD Works

24/3/52.

24.3.52

24.3.52

25/3

3

No. F. 16(1)/49.

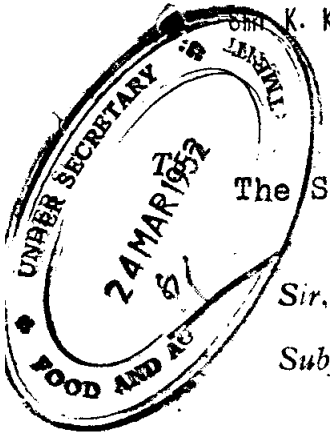
TELE { PHONE: No. 177
GRAM 'ARECACOM.'

INDIAN CENTRAL ARECANUT COMMITTEE
P. B. No. 14, KOZHIKODE-1 (Calicut) S. India.

From

K. K. NAMBIAR, *B. Sc. (Ag.)*
SECRETARY,

Dated the 21st March 1952.



The Secretary to the Government of Madras,
Food and Agriculture Department,
Madras.

1803

Sir,

Subject:- Scheme for the investigation of stem breaking disease of arecanut palm.

I am directed to invite kind reference to the correspondence resting with your letter No.4154-R/52-2 dated 18-2-1952 and to state that the Committee at its recent meeting held at Bangalore approved of the revised scheme sanctioned by the Madras Government in their G.O. Ms.No.35 dated 9-1-1952. The Committee shall be grateful if the Government could please take immediate necessary steps to go ahead with the scheme by taking on lease the land selected for the purpose and by appointing the required staff if possible with effect from 1-4-1952 itself.

The nature of action taken in the matter may please be arranged to be intimated to me at a very early date.

Yours faithfully,

SECRETARY.

4K

FdA(R) Appeal SIEGIAE

Endt No. 18503 R/52 – 1 Dt 25-3-52

B 25/3

Copy communicated to the D.A. He is requested to take action immediately as requested by the J.C.A.C. and to report the action ~~taken~~ to Govt in due course

(the Govt. of the Country) taken in the matter at a very early date

file issue today 25/3/52

25/3/52 M.J.R

25/3/52

To the D.A, Madras (with a copy of the above & 2 weeks)

Dkd

25/3

Agriculture Department.

From
Sri M.S.Sivaraman, I.C.S.,
Director of Agriculture,
Chepauk, Madras.

To
The Secretary to Government,
Food & Agriculture Department,
Fort St.George, Madras.

J2.70/52 dated 29.3.52.

20504

Sub: Arecanuts-Indian Central Arecanut Committee-Scheme for the investigation of stem breaking disease of arecanut palms-Establishment of a station for.

Ref: 1. Government Memo No.17918 A/52-1 F&A dated 24.3.52.
2. Government Endorsement No.18503 A/52-1 F&A dated 25.3.52.

A draft lease deed was got prepared and approved by the lessor and it was sent to the Government Pleader, Madras(who is doing the duties of the State Counsel) for his opinion. The Government Pleader has made certain suggestions in regard to certain clauses in the draft lease deed. The Government Mycologist is being requested to contact the lessor in the light of the suggestions made by the Government Pleader and to see whether the lessor is agreeable to the suggestions made. I shall submit the draft lease deed as soon as the reply from the Government Mycologist is received.

2. With reference to the Indian Central Arecanut Committee's

p.t.o

6

letter communicated in the Government Endorsement cited, the lands will be arranged to be taken over and the staff appointed as soon as possible after the view of the lessor in regard to the suggestions made by the Government Pleader is ascertained.

Sd.T.[illegible]
For Director of Agriculture.

/by order/

Gazetted Assistant.

ss.29.3

Copy to the Secretary, Indian Central Arecanut Committee, Kozhikode with reference to his letter No.F.16(1)49 dated 21.3.52 to the Secretary to Government, Food and Agriculture Department, Madras.

With ref to the memo on p2 above and the Endt on p4 above, the reply from the DA from p5 above may be perused. A copy of the DA's letter has also been sent to the J.C.A.C with ref to its letter on p3 above. In A' above view of this the receipt of the draft lease deed from the DA.

PTO

1771/81/52

may be awarded till 25-4-52.

3/4/52

3.4.52

9

AGRICULTURAL DEPARTMENT.

From
Sri.M.P. Sivaraman, I.C.S.,
Director of Agriculture,
Chepauk, Madras.

To
The Secretary to Government,
Food and Agriculture Department
Fort St.George, Madras.

D.2.70/52 dated 16th April 1952.

23927

Sub: ARECANUT - Scheme for the investigation of Stem-breaking Disease of Arecanut palms - Establishment of a Station for -

Ref: 1. G.O.Ms.No.35, Food and Agriculture dated 9.1.52.
2. My letter No.D.2.70/52 dated 29.3.52.

As directed in para 3 of the G.O. cited, a draft lease deed was got prepared by the Government Mycologist, Coimbatore, in consultation with the local Government Pleader and the approval of the owner of the garden was obtained on it. The draft was prepared on the general lines of the lease deed form approved in G.O.Ms.301, Food and Agriculture, dated 20.2.50 with necessary modifications to suit the present case. As instructed in para 4 of the G.O. provision has been made under clause 3(g) in the draft lease deed to prevent the lessor from claiming compensation owing to the deterioration or damage caused to arecanut and other trees due to natural causes or as a result of experiments conducted during the lease period. As regards the provision to meet the contingency that, if the Station is found fit at a later date to be converted into a Regional or Central Research Station, the required additional lands should be made available in the vicinity of the garden, the Government Pleader is reported to be of opinion that such a condition cannot be made in the lease deed and that separate action to acquire or to take on lease lands in other places has to be ~~taken~~ resorted as and when such lands are required.

2. The draft lease deed was also sent later to the Government Pleader, Madras (who is doing the duties of the State Counsel) for his opinion as directed in the G.O. cited. A copy of the opinion No.142 dated 25.3.52 received from the Government Pleader is enclosed. The Lessor was contacted by the Government Mycologist, Coimbatore to see whether the former would be willing to implement the suggestions made by the Government Pleader, Madras, but the Lessor did not agree to the suggestions. The lessor further modified clause 3(c) in the original draft to the effect ~~&~~ in the garden. A copy of his letter dated 5.4.52 in which he has given reasons for not accepting the suggestions of the Government Pleader is also enclosed

3. The Government Mycologist, Coimbatore, while submitting the Lessor's letter referred to in para 2 above and the draft finally approved by him, has reported that there is no space in the garden in question for construction of any permanent buildings; that it is customery in the tract to lease out arecanut gardens on acre basis and not on the number of trees and that the lessor's contentions appear to be reasonable, and suggested that the draft as amended by the Lessor may be approved. The Lessor has agreed to hand over the lands even before the registration of the lease deed subject to the conditions accepted by him in the draft lease deed and he was even prepared to hand over the garden by 1.4.52 itself. But the lands have not been taken over pending approval of the draft lease deed by Government.

4. I enclose the draft lease deed as finally approved by Lessor. In view of the circumstances stated, I suggest that the draft may be approved. The dates of commencement and the end of the lease period will be suitably altered in the draft when lands are actually taken over from the Lessor.

Sd. K.C. Naik,
For Director of Agriculture.

/ by order /

For Director of Agriculture

ask.16.4.

Copy of letter No.(Opinion) 142 dated 25.2.1952 from the Government Pleader, Madras.

Subt. LEASE DEED - Scrutiny of - Opinion - sent.

Ref: Your D.2.70/52 dated 18.3.1952.

The draft lease deed has been scrutinised in the light of the correspondence with the lessor Sri Ravivarmakrishnaraja and the various orders of the Government.

The draft lease is in accordance with the terms agreed to between the Government and the lessor Sri Ravivarmakrishnaraja At page 3 of the draft lease covenant (c) by the lessor provides for permitting ~~the erection~~ of temporary character. The said clause further provides for the lessee being allowed to remove the structures at the end of the lease period. While temporary structures can be removed the removal of permanent structures if put up will result in waste and loss to the Government. If the lessor is agreeable he may be required to acquire such structures at their market value on the date of the termination of the lease. If the lessor is agreeable covenant (c) may be altered as follows:-

⊗ Not put up structures of extra permanent

"To permit the lessee during the said term to erect such structures, permanent or temporary as the lessee may consider necessary and on the expiration of the said term or other determination of the lease to allow the lessee to remove all the temporary structures before handing over the demised land to the lessor and that the lessor do pay the lessee the market value of the permanent structure on the handing over the demised premises the market value on such date being determined by the Executive Engineer..... in consultation with any other Engineer to be nominated by the lessor.

Secondly while the house lease contemplates the possiblity of some of the trees dying owing to natural causes or as a necessary consequence of the proposed experiments and says that the lessee will not be liable to such damage, it seems to me that the lessee should also provide for proportionate abatement of the rent stipulated. If the lessor is agreeable to the above at page 4 of the draft lease after caluse G. the following may be added as clause H.

"That if the number of trees is reduced owing to deterioration or damage caused to the Areca and other trees in the demised land due to natural causes the lessor shall agree to the proportionate abatement of the rent stipulated hereunder."

Subject to the above the draft lease is in order and it may be forwarded to the Government.

Since the lessor has agreed possession of the garden can be taken immediately subject to the execution of the lease.

The file is herewith returned.

(true copy) .. Received
16-4-52
For Director of Agriculture

1614

13

Copy of letter No.B.153/52 dated 8.4.1952 from the Govt. Mycologist.

Copy of letter dated 5th April 1952 from Sri Ravi Varma Krishna Raja (Lessor) Landholder and Political Pensioner, Vittal S.K. to the Government Mycologist, Lawley Road Post, Coimbatore.

Sub: Arecanut - Scheme for investigation of stem breaking disease of Arecanut palm - establishment of station - lease deed - relating to - execution of.

Ref: i. Director of Agriculture's No.D.2.60/52 dated 29.3.52.
ii. Government Pleader's Opinion No.142 dated 25.3.52.

Regarding the inclusion of the additional caluse about putting up permanent structures of the costly nature in the leased out premises, there are some difficulties. The proposed caluse seems to deal with such permanent and costly structures as will entail waste of money and loss to Government in the event of their being removed at the end of the lease period. In the first place there is not enough space within the leased out land to put up any permanent or big sized building without demolishing a portion of the garden. Secondly I have no need to retain any permanent building within the garden as it will not serve any useful purpose for me. As such I am unable to agree to take over any permanent structure paying the market value of such structures.

The Second suggestion of theGovernment Pleader about agreeing for the proportionate batement of the stipulated rent has evidently been made without knowing the conditions and practices obtained in the district about leasing out arecanut gardens. The rental for arecanut gardens are based on acreage and not on the number of trees in a garden. I may point out in this connection that I have not claimed any enhancement of the rental if and when the 500 and odd non-bearing areca trees come to bearing during te lease period. The suggestion of the Government Pleader in this case, will come unworkable and contrary to local practices obtained here. As such the inclusion of this clause is also not necessary.

The above remarks may kindly be forwarded to the Director of Agriculture. I may also be intimated early about the probable date of taking over of the land.

/true copy/ 16.4.52

For Director of Agriculture.

Food and Agri.Dept. (R)

15

Very urgent

Memo. No. 17918 R/52-5 dtd. 19.5.52

Sub: Agriculture - Indian Central Arecanut Committee - Scheme for investigation of stem-breaking disease of Arecanut Palms - Establishment of a Research Station at Vittal in South Kanara District. - Acquistition of lands - Draft lease deed.

Ref: From the D.A. letter No. D.2.70/52 dated 16-4-52.

.....

The D.A is requested to offer his remarks on the following suggestions as regards the ~~correction~~ wording etc. of the draft lease deed submitted by him with his letter cited:-

(i) C on page 2 of draft lease deed. The words 'Mangalore Market may be altered into "Mangalore cocoanut market" - Please see "Mangalore areca market" occurring at B on page 2 of ~~(a)~~ of the Lease Deed.

(ii) D on page 3 of draft lease deed It is presumed that the village referred to is the Vittal village. If so, the words "the village" may be altered into "Vittal village".

(iii) E on page 4 of draft lease deed: It is stated that the lessor "undertakes to execute any repairs and maintain the source of irrigation". It is not clear whether the repair should be to the source of irrigation or to any other object. The intention may be brought out clearly.

(iv) F on page 5 of draft lease deed: It is not known whether the notice referred to should be in writing. If it should be in writing, after the word "notice", the words "in writing" may be inserted.

(v) H on page 7 of draft lease deed: The necessity for this is not clear in view of L and K on page 2 of ~~(a)~~ of Lease Deed. If it is considered unnecessary, it may be omitted.

(vi) The other alterations indicated in red ink on the lease deed may also be made.

2. The draft lease deed is enclosed herewith for reference and return by the D.A. with his reply very urgently.

To D.A.(With encs)

AGRICULTURAL DEPARTMENT

17

From
Sri K.S.Sivaraman, I.C.S.,
Director of Agriculture,
Chepauk, M a d r a s.

To
The Secretary to Government,
Food and Agriculture Department,
Fort St.George, M a d r a s.

No.D2.70/52 dated 2nd June 1952.

Sir,

Sub: Arecanuts - Indian Central Council of Agecanut Committee - Scheme for investigation of stem breaking disease of arecanut palms - Establishment of station - Lands for-leasing of.

Ref: Govt.Memo.No.17018 D/52-6 Food and Agriculture dated 19-5-1952

I submit herewith a copy of the lease deed, after carrying out the corrections in the light of the suggestions made in the Government memorandum cited. The following corrections have been made:

1) Suggestion (i) in the Govt.Memo.: The words "Mangalore market" have been altered into "Mangalore Coconut market"

2) Suggestions (ii) in the Govt.Memo.: The word "village" has been altered as "Vittal village"

3) Suggestion (iii) in Govt.Memo.: The repairs mentioned has reference only to irrigation sources and not to any other object. Necessary corrections have been made in this respect as required.

4) Suggestion (iv) in Govt.Memo.: The words "in writing" have since been inserted.

5) Suggestion (v) in Govt.Memo: The portion referred to has been deleted.

p.t.o.

18

6) Suggestion (vi) in Govt.Memo: The alteration referred to have been made

2. The words" the first day of April, one thousand and nine hundred and fifty two to the thirty first day of March one thousand nine hundred and sixty two" referred to at A in the first page of the draft lease deed have been omitted and they will be suitably added at the time of the actual execution of the deed.

3. The copy of the draft lease deed sent to the with the Government Memo. cited is also enclosed as directed.

I request early approval of the draft lease deed.

Sd.M.S.Sivaraman,
Director of Agriculture.

/By order/

GAZETTED ASSISTANT.

TK.2.6.

19

F&A Deptt

Sub: Agri - I.C.A.C - Scheme for the investigation of stem-breaking disease of Arecanut palms - Est. of a Research Station at Vittal in South Kanara Dt - Acquisition of lands. Draft lease deed - Approved and returned.

Read again GO No. 35 F&A Dt 9-1-52.
Read also From the D.A. Lrs No. D2.70/52 Dt 16-4-52 & 2.6.52

GO Ms No 1014 F&A Dt 23/6/52

The Govt. approve the draft lease deed submitted by the D.A. with his letters cited for taking on lease of lands at Vittal in South Kanara Dt. for the establishment of a Research Station to implement the Scheme for the Investigation of Stem-breaking disease of Arecanut palms sanctioned in the G.O. read above, subject to the formal modifications indicated in the lease deed. The lease deed is returned herewith to the D.A. He is requested to complete it after getting the alterations made therein duly attested by the lessor.

2/ The D.A is requested to report completion

To the D.A, Madras by spl. messenger.
(With (G) wi ord.)
Copy to the Secy, I.C.A.C, Konhikode-1 (Calicut) with ref to its Lr No. F.(16) i/49
Copy for SR
1 month.

THIS INDENTURE OF LEASE made the

day of One thousand nine hundred and fifty two BETWEEN SRI RARIVARAM KRISHNA RAJA, Landholder and Political Pensioner, son of Ravivarama Narasimha Raja, residing at Vittal, South Kanara district (hereinafter referred to as "the lessor", which expression where the context so admits, shall include his heirs, executors, administrators, legal representatives and assigns) of the one part and THE GOVERNOR OF MADRAS (hereinafter referred to as "the Lessee", which expression, where the context so admits, shall include his successors in office and assigns) of the other part.

WITNESSETH AS FOLLOWS:

1. The Lessore hereby demises unto the Lessee all that piece of parcel of land situated in Vittal village, Puttur taluk, sub registration district of Vittal and registration district of South Kanara, bearing O.S.Nos.131/4, 7; 131/6, 8; 84/B, C; and R.S.Nos.599/2A and 599/2B containing by admeasurement four acres and seventy five cents or thereabouts, more particularly described in Schedule A below (hereinafter referred to as "the demised land") belonging to him with all easments, appurtenances and advantages thereto belonging or normally held or enjoyed therewith, for the purpose of being used for experiments regarding stem breaking disease of arecanuts and allied problems. To hold the same unto the Lessee for a term of ten years from the Lessee paying therefor during the said term the yearly rent of two and a half candies or 'Biliguto' (dried and husked arecanuts) per acre of arecanut garden and fifteen coconuts per tree for seventy seven coconut trees calculated as per Schedule B below, and where the period of the Lease or the period of the lease still to run is not a whole year the proportionate part of the year's rent. The aforesaid annual rent of arecanuts for each official year ending with the thirty first day of March shall be payable in kind on or before the fifteenth day of May of the following official year and any deficit arising from adverse conditions shall be made good by paying cash at the rates prevailing on the fifteenth day of April each year in the Mangalore areca market. The aforesaid annual rent of coconuts shall be paid in kind as and when harvest are made during the year and any deficit arising from adverse conditions shall be made good by paying cash on or before the fifteenth day of May of the following official year at the rates prevailing on the fifteenth day of April each year in the Mangalore coconut market. The question of fixing the amount of annual lease for the eighteen non-bearing coconut trees in the demised land shall be considered when they come into bearing in due course.

2. THE LESSEE HEREBY COVENANTS WITH THE LESSOR:

(a) To pay the rent reserved in the month and in the manner aforesaid.

(b) To use the demised land for conducting experiments regarding stem breaking disease of arecanuts and allied problems.

(c) At the expiration of the said term or sooner determination of the lease forthwith to deliver up the demised land to the Lessor.

(d) To permit flow of water to the Lessor's paddy fields of about six acres situate in R.S.Nos.422/1 and 587/1C of

p.t.o...

Vittal village upto the twentieth day of January each year provided that in case of failure or shortage of water supply first preference shall be given for the irrigation of the demised land.

(e) That the Lessee will replant new arecanut seedlings in the demised land as often as necessary.

(f) That the Lessee agrees to consider the question of fixing up the amount of annual lease for the eighteen non-bearing coconut trees in the demised land when they come into bearing in due course.

3. THE LESSOR HEREBY COVENANTS WITH THE LESSEE.

****

(a) To put the Lessee or his duly authorised representative of representative in possession of the demised land immediately on the commencement of the term of lease.

(b) That the Lessee paying the rent hereby reserved and performing and observing the several convents, by the Lessee herein contained may peaceably and quietly hold and enjoy the demised land during the said term without any any interruption by the Lessor or any person claiming through under or in trust for him.

(c(To permit the Lessee during the said term to erect such temporary strcutures as the Lessee may consider necessary and on the expiration of the said term or other determination of the lease to allow the Lessee to remove all or any of such structures before handing over the demised land to the Lessor.

(d) To pay all existing and future taxes, rates, assessments and other outgoings of every description for the time being and from time to time payable in respect of the demised land.

(e) To grant to the Lessee the exclusive and full right to take water from the two tanks one situated in R.S. No.599/2B on the southern bonndary of the demised land and the other situated further to the south in R.S.No.600/7B subject to the condition as stated in sub-clause (d) of this clause.

(f) To execute any repairs to the source of irrigation and maintain it in good condition at the Lessor's own cost and if the Lessor fails to do so the Lessee will carry out the necessary repairs and deduct the expenditure so incurred from the annual lease amounts

(g) Not to claim any compensation from the Lessee owing to deterioration or damage caused to the areca and other trees in the demised land due to natural causes or as a result of experiments done by the Department of Agriculture, Madras, in the course of the lease period.

4. PROVIDED ALWAYS AND IT IS HEREBY AGREED AS FOLLOWS.

***

(a) If the lessee at any time desires to determine the present demise and gives to the Lessor through the Director of Agriculture, Madras, or any other authorised representative, thirty clear days' previous notice in writing of such desire, pays the proportionate rent and observes and performs the stipulations and conditions on his part to be observed and performed, then immediately on the expiry

p.t.o..

of the said thirty days, the present demise and everything herein contained shall cease and be void but without prejudice to the remedies of either party against the other in respect of any antecedent claim or breach of covenant.

(b) If the Lessee through his duly authorised representative gives to the Lessor not less than ninety clear days' notice in writing piror to the expiration of the term thereby agreed expressing a desire to renew the lease for a further period of one year or more and has duly paid the rent hereby reserved and duly observed and performed all the terms and conditions hereof the Lessor shall grant to the Lessee a new lease of the demised land for such further term at the same rent and upon the same terms, and conditions in all respect as are reserved and contained herein including an option to the Lesee for renewal in terms similar to that hereinbefore contained:

SCHEDULE A :

1. Government Inam or Patta land	Patta land, Nanja, arecanut garden.
2. Survey Nos.	OsS.No.131/4,7; 131/6,8; 84/B,C, and R.S.No.599/2B .
3. (a) Extent	[illegible] acres in R.S.No.599/2A and 0.67 acres out of 4.37 acres in R.S.No. 599/2B. Total: 1.71 acres.
(b) Boundaries	599/2A Bounded on R.S.No. 599/2B on the East, South by Pally and by Pally field R.S.No.597/1C on the North. 599/2B. Bounded on the North by Pally field R.S.No.597/1C on the East by drainage channel in 599/2B and on the West by Jata Kal,bana (R.S.No.[illegible]/1) and Kumbla land R.S.No.201
4. Assessment	Rs.23.12.0
5. Name of Registered Inamdar or Pattadar	Smt Devigamma Krishna Naja of Vittal, Pattadar.
6. Name of person in possession	Smt Devigamma Krishna Naj of Vittal.
7. Total rent arrear:	Eleven candids and seventeen and a half nanis of arecanut and one thousand one hundred and fifty five coconuts per year.

P.t.o...

24

8. Village in which situated: Vittal Kasba

9. Taluk: Puttur Taluk

10. Sub-registration district: Vittal

11. Registration District: South Kanara

12. Any further particulars:--

The demised land contains the following trees.

Total No. of arecanut trees	2396
Age of areca plantation	20 Yr
Non-bearing areca trees	509
Coconut trees bearing	77
Coconut trees non-bearing	18
Jack trees	15
Unichuli trees	3
Tamarind tree	1
Graft Mango tree	1
Teak	5

13. Remarks

SCHEDULE B.

Calculated rent:

The rent of the land in Schedule A shall be calculated as follows:--

1. 2½ candies of 'Biligotu' (dried and husked arecanut) per acre per year for 4.75 acres = 2½ x 4.75 = 11 candies and 17½ maunds.

2. 15 coconuts per year per tree for 77 coconut trees 15 x 77 = 1155 coconuts per year.

The rent of the land mentioned in Schedule A as calculated on the above basis is eleven candies and seventeen and a half maunds of arecanut and one thousand one hundred fifty five coconuts per year.

In witeness whereof Sri Ravivarma Krishna Raja.

the Lessor and.

Director of Agriculture, Madras, acting for and on behalf of and by the order and direction of the Governor of Madras, the Lessee, have hereunto subscribed their respective signatures.

Signed by the abovenamed RAVIVARMA KRISHNA RAJA in the presence of

LESSOR

p.t.o...

In the presence of
[illegible]:

1. Signature:

   Designation:

   Address:

2. Signature:

   Designation:

   Address:

Signed by the abovenamed:

Director of Agriculture.

In the presence of

Witnesses:

1. Signature:

   Designation:

   Address:

2. Signature:

   Designation:

   Address:

(True Copy)

mkl/25.6.

Superintendent.

F&A Dept

Memo No 48969 R/52 -1 D 28-7-52.

Sub: Agri - I.C.A.C - Scheme for investigation of stem-breaking disease of Arecanut palms - Establishment of a Research Station at Vittal in S. Kanara Dt. — Lease of lands - Lease deed - Completion report.

Ref: G.O.Ms.No. 1014 F&A D 23-6-52

The D.A. is requested to state when the report called for in para 2 of the G.O. cited may be expected

To the D.A, Madras.
RD 3 weeks

48969 F&R

AGRICULTURAL DEPARTMENT

From
Sri M.S. Sivaraman, I.C.S.,
Director of Agriculture,
Chepauk, Madras. 5.

To
The Secretary to Government,
Food and Agriculture Department,
Fort St. George, Madras.

D.2. 70/52 Dated 4-8-1952.

51615

Sir,

SUB:-- ARECANUT - Scheme for establishment of a Research Station for investigation of stem breaking disease of arecanuts palms - Lands for - leasing of.

Ref:-- Government Memo 48969/R/52-1 Food and Agriculture Dated 28-7-1952.

---

praise.

The lease deed has not yet been received. It is awaited from ~~the~~ the Government Mycologist after attestation by the Lessee

SECRETARY TO GOVERNMENT
7 AUG 1952
FOOD AND AGRICULTURE DEPARTMENT

Sd/ K.C. NAIK,
For DIRECTOR OF AGRICULTURE.

/By order/

GAZETTED ASSISTANT.

F&A(R)

N.R. on 28-8-52.

b/5-8.

Approved

AGRICULTURE DEPARTMENT

From
Sri M.S.Sivaraman, I.C.S.,
Director of Agriculture,
Post Box No. 412, Madras.

To
The Secretary to Government,
Food and Agriculture Department,
Fort St. George, Madras.

D.2.70/52 Dated the 18th August, 1952.

Sir,

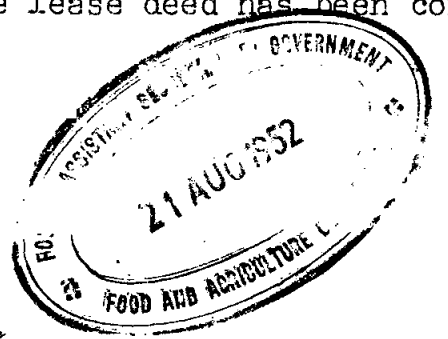
54835

SUB: Arecanut - Scheme for investigation of Stem breaking disease of arecanut palms - Establishment of Station.

REF: Government memorandum No. 48969 R/52-1 Food and Agriculture Dated 28.7.1952.

...

The demised are-canut garden has been taken over from the party on the 1st August, 1952 and the lease deed has been completed by me on the 8th August, 1952



Sd.K.C.NAIK
For DIRECTOR OF AGRICULTURE

/By order/

GAZETTED ASSISTANT

MRV 19.8.

32

FdA(R)

With ref. to the memo on p1 above the reply from the DA on p5 above may be perused. No further action is called for on this. This may be lodged and added to CWPs. 1014 FdA & 23-6-52 (6)

22/8/52

22/8/52

23/8/52

AGRICULTURAL DEPARTMENT

From
Sri M.S.Sivaraman, I.C.S.,
Director of Agriculture,
Chepauk, M a d r a s.

To
The Secretary to Government,
Food and Agriculture Department
Fort St. George, M a d r a s

33

D.2.70-52 dated 21.8.52.

Sir,

Sub: Arecanut - Scheme for investigation of stem breaking disease of arecanut palms - Establishment of a Research Station - Name of the Station - communicated.

Ref: Correspondence resting with Government Memo.No.48969 | R | 52 -1 F & A dated 28.7.52.

-:-

In continuation of my letter No.D.2.70-52 dated 18.8.52, I submit that the Research Station at Vittal is proposed to be designated as 'Arecanut Research Station, Vittal'.

FOURTH ASSISTANT SECRETARY TO GOVERNMENT
24 AUG 1952
FOOD AND AGRICULTURE DEPARTMENT

-By Order-

(sd) K.C.Naik.
for Director of Agriculture.

55469

GAZETTED ASSISTANT

M.R.21.8.

2x 34

FdA(R)

May be lodged and added to Civil No 1014

FdA D 23-6-52

26/8/52 Sd 26 C. R

28.8.52

6

clerk

N

35

AGRICULTURAL DEPARTMENT

From
Sri K.S.Sivaraman, I.C.S.,
Director of Agriculture,
Chepauk, Madras.

To
The Secretary to Government,
Food and Agriculture Department,
Fort St. George, Madras.

D.2.1288-52 dated 25.10.1952.

700 63

Sir,

Sub:AGRICULTURE - Scheme for investigation of stem breaking disease of areca palms Arecanut Research Station for - Establishment of.

Ref: 1.Govt.Memo.No.48069-R-52-1 Food and Agriculture dated 23.7.52.

-:-

In continuation of my letters No.D.2.70-52 dated 13.8.52 and 21.8.52 I submit that the Arecanut Research Station at villal (South Kanara) started functioning from 1.XB.1952.

(sd) T.Natarajan.
for DIRECTOR OF AGRICULTURE

Copy to:The Accountant General, Madras for information withe reference to his memo No.T.10.A.Sch.1606 dated 31.8.52 and in continuation of this office letter No.D.2.70-52 dated 8.4.52.

-By Order-

/TRUE COPY/ ASSISTANT

Maybe lodged and added to the above (E)

F & A (R) Dept.

Sub: Agri - I.C.A.C. - Scheme for the investigation of Stem-breaking disease of Arecanut palms - Establishment of a Research Station at Vittal in South Kanara Dt. - Acquisition of lands - Draft lease deed - Approval of.

Ref: Issued as Memo No.17918 R/52-1 d.24-3-52.
From the I.C.A.C.No.F.16(1)/49 d.21-3-52.
From the D.A.No.D.2.70/52 d.29-3-52 & 16-4-52.

In G.O.Ms.No.35 F & A d.9-1-52, the Govt. sanctioned a scheme for investigation of the stem-breaking disease of the arecanut palm, fixing 'Vittal' as the venue for the scheme at a total cost not exceeding Rs.2,66,544 recurring and Rs.8,000 non-recurring. The D.A. was requested to proceed with the preparation of the draft lease deed for taking on lease for 10 years the 5-acre garden belonging to Sri. Ravivarma Krishna Rajah at Vittal for Rs.86,060/- in consultation with the State Counsel and submit it to the Govt. for their approval. It was also suggested to the D.A. that the owner of the lands should be persuaded by him to agree to the introduction in the lease deed of necessary conditions to obviate any complications at a future date on account of the trees in the garden either perishing or getting overaged and also to meet the contingency that if in due course the Research Station is found suitable to be converted into Regional Research Station (or ultimately a Central Research Station), the required additional area and gardens suited for experimental purposes should be made available in the vicinity of the Station. The D.A. was requested to see that the above suggestions were implemented to the extent possible.

2. With reference to above orders, the D.A. has now forwarded the draft lease deed as finally approved by the Lessor. It is put up at (G.) The draft lease deed was got prepared by the Govt. Mycologist, Coimbatore in consultation with the local Govt. Pleader. In G.O.Ms.No.301

F & A dated 20-1-50, the Govt. informed the D.A. that the lease deeds in respect of lands taken on lease by the Agrl Dept. for the experimental purposes should be in the form prescribed in the Annexure to that Order. The D.A. has reported that the present draft lease deed was prepared on the general lines of the lease deed form approved in the above G.O. with necessary modifications to suit the present case. As suggested by the Govt. provision has been made under clause 3 (g) in the draft lease deed to prevent the lessor from claiming compensation owing to the deterioration or damage caused to arecanut and other trees due to natural causes or as a result of experiments conducted during the lease period. As regards the second suggestion to make suitable provision to meet the contingency that if the Station is found fit at a later date to be converted into a Regional or Central Research Station, the required additional lands should be made available in the vicinity of the garden, the Govt. pleader is reported to be of opinion that such a condition cannot be made in the lease deed and that separate action to acquire or to take on lease lands in other places has to be resorted to as and when such lands are required.

3. The Govt. Pleader, Madras, who is doing the duties of the State Counsel, and to whom the draft lease deed was sent by the D.A., has sent his opinion in his letter at p.15 cf. He has suggested: (i) that if the lessor is agreeable, clause 3(c) may be altered as at 'A' on p.11 cf; and

(ii) that after clause 3(g) the new clause as at B on p.11 cf may be added.

Suggestion (i) above.

The alteration to clause 3 (c) suggested by the Govt. Pleader, Madras is indicated below.

Clause 3(c) in original.	Clause 3(c) to be altered as suggested by Govt. Madras
To permit the Lessee during the said term to erect such structures, permanent or otherwise, as the Lessee may consider necessary and on the expiration of the said term or other determination of the	To permit the Lessee during the said term to erect such structures, permanent, or temporary

lease to allow the Lessee to remove all or any of such ~~st~~ structures before handing over the demised land to the Lessor.

as the lessee may consider necessary and on the expiration of the said term or other determination of the lease to allow the lessee to remove all the temporary structures before handing over the demised land to the lessor and that the lessor do pay the lessee the market value of the permanent structure on the handing over the demised premises the market value on such date being determined by the Executive Engineer ---- in consultation with any other Engineer to be nominated by the lessor."

The alteration was suggested by the Govt. Pleader as permanent structures if put up will result in waste and loss to the Govt. in the event of their being removed at the end of the ~~base~~ lease period. The lessor was contacted by the Govt. Mycologist, Coimbatore to see whether the former would be willing to implement the suggestion made by the Govt. Pleader Madras, but the Lessor did not agree to the suggestions. The Lessor further modified clause 3 (c) in the original draft to the effect ~~that~~ only temporary structures should be erected in the garden. It is reported by the Govt. Mycologist, Coimbatore that there is no space in the garden for the construction of any permanent buildings. In view of the above, the D.A. recommends that clause 3 (c) as modified by the lessor may be approved. The scheme does not envisage ~~any~~ construction of any buildings. Buildings suitable to house the laboratory, office and stores are reported by the D.A. to be available in the village close to the garden. A provision of Rs. ~~10000~~ 10,000/- has been made in the sanctioned estimates for the Scheme towards rent charges. The D.A.'s recommendation may be accepted. For orders.

17918 R/52

(B' on bill of F

Suggestion (ii) for insertion of a new clause as clause (h)

The Govt. Pleader, Madras has suggested the addition of the following new clause:

"3(h) that if the number of trees is reduced owing to deterioration or damage caused to the Areca and other trees in the demised land due to natural causes, the lessor shall agree to the proportionate abatement of the rent stipulated hereunder."

A

The lessor is, however, not agreeable to the insertion of the above clause for the reason stated by him at 'D' on p.13 cf. The Govt. Mycologist has reported that it is customary in the tract to lease out arecanut gardens on acre basis and not on the number of trees ~~in t at~~ and that the contention of the Lessor appears to be reasonable. The D.A. has recommended that the draft lease deed, which does not include the new clause suggested by the Govt. Pleader, Madras at 'A' ~~already~~ above may be approved. For orders whether the D.A.'s recommendation will be accepted.

'S' on p2g

para 4 on p2g

D

29.4.52

4. In the draft lease deed, the dates of commencement and the end of the lease period ~~are~~ entered as 1-4-52 and 31-3-1962. The D.A. has stated that these dates will be suitably altered in the draft when lands are actually taken over from the lessor.

'A' on p1-2

(1)

para 4 on p2

this may be agreed to by Govt.

E

29.4.52

5. Under cla.2(f), the Lessee is bound to consider the question of fixing of the amount of annual lease for the eighteen non-~~browing~~ bearing coconut trees in the garden when they come into bearing in due course. There are 77 ~~browing~~ bearing coconut trees and 18 non-~~browing~~ bearing coconut trees. Provision has been made in the sanctioned estimate of expdre under the scheme for the lease of 77 coconut-bearing trees. At the rate of 15 nuts per tree, the 18 coconut trees may yield (18x15) 270 coconuts costing about Rs.5/4 per year. As this amount is small, no objection need be taken to this clause.

p5 ?

'y' on p45

F.

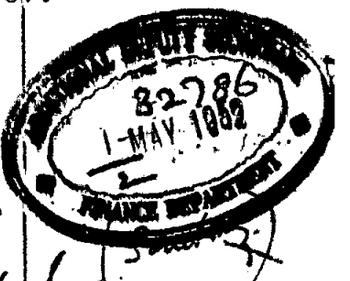
29.4.52

6. After orders are made, the case may be sent to Rev. and Fin. for remarks and to Legal for scruting.

29/4/52 29.4.52

29.4.52

30.4.52



Legal

F & A (J) 17918 R/52-1

D 30.4.52

Finance (Accounts) Department.

The file deals with the proposal to take on lease 4.75 acres of garden land for conducting research on the stem breaking Disease of Arecanut palms, sanctioned in G.O.No.35 F & A dated 9-1-1952. The draft lease deed proposed to be executed is at flag (G). The points of interest have been noted on by F & A on pp.2-4 above. This department may ~~generally~~ agree to the proposals of F & A Dept. ~~subject to the following remarks~~

Clause 2(f) of the draft agreement provides for re-fixing the annual lease amount when the 18 non-bearing coconut trees in the garden begin to bear fruits. F & A Dept. propose to accept this condition as the additional annual rentale payable thereby will be small, Rs.54/- p.a. It is submitted that when the owner was asked to include in the terms of the lease, provision for the abatement of annual rent in case of reduction in the number of trees, or their deterioration due to natural causes, he did not agree to it on the ground that he is not claiming any enhanced rental, when the 500 and odd non-bearing area trees come to bearing. If annual rent is not to be increased when the non-bearing area trees begin to bear, it is not clear why a different procedure should be followed when the non-bearing coconut trees begin to bear. However, this Dept. may agree with F & A. in accepting the condition as the amount involved is small.

5.5.52

5.5.52

7.5.52

(5)

Legal (Conveyancing)

Legal(Conveyancing)Dept.

~~A on page 2 of (G). If the yearly rent referred to is~~ from U.O.32786-Accts/52-1 ~~to be paid in advance, the words "in advance" may be inserted after "during the said term".~~

7-5-52

ASSISTANT SECRETARY 7107 7 MAY 1952 LEGAL DEPARTMENT

C on page 2 of (G). The words "Mangalore Market" may be altered into "Mangalore cocoanut market" - please see "Mangalore areca market" occurring at B on page 2 of (G).

D on page 3 of (G). It is presumed that the village referred to is the Vittal Village. If so, the words "the

village" may be altered into "Vittal village".

E on page 4 of (G). It is stated that the lessor "undertakes to execute any repairs and maintain the source of irrigation" It is not clear whether the repair should be to the source of irrigation or to any other object. The intention may be brought out clearly.

F on page 5 of (G). It is not known whether the notice referred to should be in writing. If it should be in writing, after the word "notice" the words "in writing" may be inserted.

H on page 7 of (G). The necessity for this is not clear in view of L and K on page 2 of (G). If it is considered unnecessary, it may be omitted.

The other alterations indicated in red ink on the lease deed may also be made.

(G)

12-5-52 12.5 J.S

2967

FOURTH ... 13 MAY 1952 FOOD AND AGRICULTURE DEPARTMENT

Food Hygn

F+A(R) Legal No 7107/52-1 12.5.52

(previous notes on pp. 1- & above)

Fin. & legal notes from p5 above may be perused. W.r.t. the legal notes, it seems better to consult the D.A. first. Subject to orders, a draft memo. to the D.A. is submitted for approval.

12.5.52 17.5.52

[Issued as Memo No. 17918-R152-5 D 19-5-52]

From the D.A No. D2-76152 A 2-6-52.

With ref. to the ~~remarks~~ suggestions & legal at pp 5-6 above, please see the letter from the D.A. at pp 17-18 ante. The D.A has carried out the corrections ~~in the draft~~ highlighted the suggestions made ~~in the remarks~~ & legal and has furnished a corrected copy of the lease deed at pp. 10-15 ante. Legal may again scrutiny of the revised lease deed.

9V.

9/6/52 9.6.52

ASSISTANT SECRETARY 9096 LEGAL DEPARTMENT

Legal (Consult)

FA No. 17918 R152-5 D 9-6-52.

17918 (4)

Legal(Conveyancing) Dept.

Seen in Legal. The formal alterations indicated in red ink on the revised draft lease deed at pp.10-15 of (G) may be made.

13/6/52

J.S.

13/6/52

Legal 20 90 96/52+1
14-6-52

Food Hygn
FH(AR)

37646

FdA(R)

The summary at pp1-4 above and the remarks of Fin. and Legal ~~Dept~~ thereon may be perused. With ref. to the suggestions made by Legal at pp 5-6 above, the D.A. made necessary corrections and furnished a corrected copy of the lease deed at pp 10-15 of (G). The revised draft lease deed has been scrutinised by Legal. They have indicated certain formal alterations on the revised draft lease deed at pp 10-15 of (G). For orders whether the lease deed as altered by Legal may be approved and forwarded to the D.A. with the request to have it completed after due attestation of the corrections by the lessor. Subject to orders a draft order is submitted for approval.

pp 1-4 of (G)

20/6/52 Jr
20.6.52

20/6/52

D.S.
23/6/52

D.S.

pp 5-9 of [Issued as CWHS.1014 FdA D 23-6-52]

Re PP. sent this noon today
23.6.52